

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. P00005		3. Effective Date 2007APR19		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEA PATRICK RUOFF (586)574-7482 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PATRICK.RUOFF@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA TEXAS 600 N PEARL STREET SUITE 1630 DALLAS, TX 75201-2843		Code S4402A	
				SCD B PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) AMERICAN FUEL CELL AND COATED FABRICS COMPANY 601 FIRESTONE DR MAGNOLIA, AR 71753-0887 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-05-C-0677	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2005OCT18	
Code 05476		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$308,610.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: Q It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input checked="" type="checkbox"/>		D. Other (Specify type of modification and authority) FAR 52.249-8					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DAVID EPSKAMP EPSKAMPD@TACOM.ARMY.MIL (586)574-7356			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007APR19	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-C-0677 MOD/AMD P00005	Page 2 of 5
Name of Offeror or Contractor: AMERICAN FUEL CELL AND COATED FABRICS COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00005

PURPOSE OF THIS MODIFICATION: PARTIAL TERMINATION FOR DEFAULT
AMOUNT OF THIS MODIFICATION: (\$308.610.00)

Contract W56HZV-05-C-0677 entered into by the between the UNITED STATES OF AMERICA (hereinafter called THE GOVERNMENT), represented by the Contracting Officer executing this document, and American Fuel Cell and Coated Fabrics (herinafter call THE CONTRACTOR), is hereby partially terminated for default. This partial termination for default pertains to the following Contract Line Item Number (CLINS) and Exhibit Line Item Numbers (ELINS) only:

CLIN 0001AA - Tank, Fabric, Collaps, 90 Each

CLIN 0002 - Data Item: A003 (Maintenance Allocation Chart),
Data Item: A004 (Basic Issue Items List)
Data Item: A005 (Expendable Durable Items List)
Data Item: A006 (Component of End Items List)
Data Item: A011 (Technical Manuals)
Data Item: A012 (Electronic Technical Manuals)

Such termination (in accordance with Contract Clause Number I-54 entitled "DEFAULT (Fixed-Price Supply and Service)) will be effective immediately upon receipt of this NOTICE OF TERMINATION.

The acts or omissions constituting the default consist of the Contractor's failure to deliver in accordance with the delivery schedule of the contract and make progress endangering contract performance.

Said failure constitutes breach of the contract and is proper cause for default. The right of the Contractor to proceed further with performance of the contract is terminated.

The terminated quantities of this contract may be repurchased by the Government against the account of the Contractor (AMFUEL), who will be held liable for any excess costs. Further, the Government reserves all rights and remedies provided by law or under the contract in addition to those stated above.

This NOTICE OF TERMINATION constitutes a decision pursuant to the DISPUTES clause of the contract that the Contractor is in default as herebefore specified, and that the failures enumerated are not due to causes beyond the control of the Contractor but are within the fault or negligence of the Contractor.

This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals.

If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the Armed Services Board of Contract Appeals within ninety (90) days from the date you receive this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the contract by number.

If any dispute resulting from the decision hereinabove set forth involves an amount which is \$10,000 or less, there is available by the sole election of the Contractor a small claims (expedited) procedure under Rule 12 of the Board. In order to invoke such procedure, the Contractor must request that the appeal be processed under Rule 12.

If any dispute resulting from the decision hereinabove set forth involves an amount not in excess of \$50,000, there is also available at the sole election of the Contractor an optional accelerated procedure of the Board (Rule 12). In order to invoke such procedure, the Contractor must request that an appeal be processed under Rule 12.

In lieu of appealing to the Armed Services Board of Contract Appeals, you may bring an action directly in the Court of Federal Claims* within twelve (12) months of the date you receive this decision.

*Except as provided in Section 4 (Maritime Contracts) of the Contract Disputes Act of 1978, Public Law 95-563.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-C-0677 MOD/AMD P00005	Page 3 of 5
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Name of Offeror or Contractor: AMERICAN FUEL CELL AND COATED FABRICS COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>210</p> <p>NOUN: TANK,FABRIC,COLLAPS PRON: EH54E219EH PRON AMD: 02 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV5272U677 W62G2X J 2 DEL REL CD QUANTITY DEL DATE 001 150 16-JAN-2006 002 60 16-MAY-2006</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2X) XU W0MJ US ARMY DEPOT SIERRA SIERRA ARMY DEPOT 74 C STREET BLDG 304 HERLONG CA 96113-5520</p>	210	EA	\$ 3,429.00000	\$ 720,090.00
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				
A003	<u>DELETED</u>				
A004	<u>DELETED</u>				
A005	<u>DELETED</u>				

Name of Offeror or Contractor: AMERICAN FUEL CELL AND COATED FABRICS COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	DELETED				
A011	DELETED				
A012	DELETED				

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AA	EH54E219EH 060011	AA 2 \$	1,028,700.00 \$	-308,610.00 \$	720,090.00
			NET CHANGE \$	-308,610.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	97 X4930AC9D 6D	26KB S20113	W56HZV \$ -308,610.00
				NET CHANGE \$ -308,610.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 1,028,700.00	\$ -308,610.00	\$ 720,090.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AA	97 0X0X4930AC9D S20113 56D00000600110000026KB S20113 W56HZV